

POR SF Dana Siegfried  
11.3.31.5.1  
v3

THE PORT OF PORTLAND  
P.O. BOX 3529  
PORTLAND, OREGON 97208

GENERAL TERMINALS  
BERTHS 104, 204, 205, 206, AND 501  
MAINTENANCE DREDGING

ADDENDUM NO. 1

Addendum No. 1 hereby amends the contract manual for the General Terminals, Berth 104, 204, 205, 206, and 501 Maintenance Dredging project dated November 6, 1996. It is essential that prospective bidders note the contents of this addendum and that the Port of Portland be made aware that the addendum has been received. Therefore, acknowledge receipt by inserting the number of this addendum in the space provided on Page 00300-4 of the Revised Bid.

Contract Manual

Document 00300, BID, discard and replace with the enclosed revised bid form. (The amounts of bid items two and three have been decreased.)

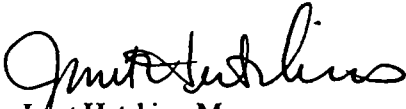
Page 01025-2, 3:

A, add after the first sentence, "Payment of the rate per day will be adjusted in the case of a partial stand-by day."

B, change to read, "Payment will be made at the contract unit price per day of delay, or fraction thereof, as directed by the Engineer."

Page 02842-4, 3.4, A, 1, b, change the last sentence to read, "Unloading shall be done during daylight hours only."

THE PORT OF PORTLAND

  
Janet Hutchins, Manager  
Contracts and Procurement

November 15, 1996

Enclosure: Revised Bid Form

S:\SPECS\GT96D134\AD-1.DOC



DOCUMENT 00300  
BID

To The Port of Portland  
P.O. Box 3529  
Portland, Oregon 97208

The bidder warrants that he has carefully examined the contract documents for the contract described as follows:

GENERAL TERMINALS  
BERTHS 104, 204, 205, 206, AND 501  
MAINTENANCE DREDGING

The bidder further warrants that he has examined the proposed work area independently of the indications in the contract documents and has made such investigations as are necessary to determine: (1) the character of the materials to be handled, (2) the probable interferences due to Port operations, and (3) other conditions to be encountered.

The bidder further warrants that if this bid is accepted, he will contract with The Port of Portland in the form of Agreement hereto annexed and will to the extent of his bid provide all things necessary for the performance of the contract, including, but not limited to, bonds, labor, materials, transportation, equipment, and anything else required to complete the work in accordance with the requirements of the contract documents.

The successful bidder shall be liable to the Port for all damages that were a reasonably foreseeable result of the successful bidder's breach or negligent performance of the contract, including, but not limited to, damages arising from any one or more of the following events or costs:

1. Termination of the Port's lay berth contract with the federal Maritime Administration for failure to maintain the berth depth required by the contract.
2. The cost of temporary alternative berthing due to incomplete dredging.
3. Costs to tenants for which the Port may be liable, including, but not limited to, the cost of shipping grain by train instead of barge if Berth 501 is not useable.
4. The cost of removing grounded vessels from a berth not dredged.
5. Damage to vessels caused by incomplete dredging.

The parties understand that dredging may be performed only between certain dates (the dredging "window") allowed by various regulatory agencies, that failure to complete the dredging prior to the end of the dredging window will mean that the work cannot be completed for a number of months, and that the extended delay in completion is likely to increase the damages incurred by the Port.

The bidder also agrees to pay Other Damages described in the General Conditions.

Note that the quantities of unsuitable material in the bid form are estimated for bid purposes. Results of the sediment analysis will not be available at the time this contract is advertised. Exact quantities and locations of materials unsuitable for disposal at Morgan Bar will be specified or adjusted at the preconstruction conference.

The bidder submits and proposes the following unit bid prices, to wit:

GENERAL TERMINAL B104, B204, B205, B206, B501 MAINTENANCE DREDGING					
Item No.	Name of Item	Estimated Quantity	Units	Unit Price	Total Price
0001	Initial and Interim Mobilization, Surveying, Cleanup, and Demobilization	_____	LS		
0002	Move Equipment to Accommodate Shipping	3.00	Each		
0003	Stand-By Delay	3.00	Day		
0004	Berth 104, Dredging and Disposal of Material Suitable for Disposal at Morgan Bar	6,128.00	CY		
0005	Berth 104, Dredging and Disposal of Unsuitable Material at Contractor-Provided Site	1,532.00	CY		
0006	Berths 204, 205, 206, Dredging and Disposal of Material Suitable for Disposal at Morgan Bar	11,897.00	CY		
0007	Berths 204, 205, 206, Dredging and Disposal of Unsuitable Material at Contractor-Provided Site	2,974.00	CY		
0008	Berth 501, Dredging and Disposal of Material Suitable for Disposal at Morgan Bar	1,221.00	CY		
0009	Berth 501, Dredging and Disposal of Unsuitable Material at Contractor-Provided Site	0.00	CY		
	Total Amount Bid (Basis of Award)				\$ _____

The bidder hereby acknowledges receipt of Addendum Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, to these contract documents.

Accompanying this bid is bid security. The amount is 10 percent of the total amount bid. This bid may not be revoked by the bidder for a period of 50 days after the date bids are opened. It is agreed that if this bid is accepted in writing by the Port's Notice of Award within 50 days after bid opening, and the Contractor executes and delivers the Agreement, including a satisfactory performance and payment bond for the full amount of the contract, within 10 days after Notice of Award, said bid security will be returned to the undersigned. Otherwise, said bid security may be collected as liquidated damages at the option of the Port.

After the Contractor has delivered the executed Agreement, including a satisfactory performance and payment bond for the full amount of the contract and evidence of insurance, the Port will issue Notice to Proceed which will establish the dates by which the Contractor is required to attain substantial and final completion of the work. If all of the documents are not provided within 10 days, the Port may extend the Notice to Proceed date or reduce the contract duration period, as specified in the Instructions to Bidders, Article 14.

The surety company requested to issue the performance and payment bond will be \_\_\_\_\_. The bidder hereby authorizes said surety to disclose to the Port any information concerning bidder's ability to supply a performance and payment bond for the full amount of the contract.

The bidder agrees to comply with the requirements of ORS 279.350 governing the prevailing wage rates. The bidder acknowledges that this bid takes into account the fee that the successful bidder will be required to pay to the Oregon Bureau of Labor and Industries and that the bidder will be entitled to no compensation in addition to the bid price on account of that fee.

The bidder certifies that, under ORS 279.029(6), it is a (check one):  
☐ Resident Bidder                      ☐ Nonresident Bidder.

If a nonresident bidder, the bidder certifies residency of (insert name of state where the bidder is a resident):  
\_\_\_\_\_

Failure to complete the foregoing certification of residency or nonresidency may render the bid nonresponsive. Failure of a nonresident bidder to certify its state of residency also may render the bid nonresponsive.

The right to reject any or all bids is reserved.

Name of Bidder: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address of Bidder: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

State of Oregon Construction Contractors Board Registration No. \_\_\_\_\_ (Required for Bidding).

Note: Bid security must be included with this Bid.